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PATENT  
Attorney Docket No.: 011823-002630US

Examiner J. Reeves, Ph.D.  
Art Unit: 1642  
U.S. Patent and Trademark Office  
Washington, DC 20231

On December 23, 1999

By: Capital Partner

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of:

Cary L. Queen et al.

Application No.: 08/484,537

Filed: June 7, 1995

For: IMPROVED HUMANIZED  
IMMUNOGLOBULINS

Examiner: J. Reeves, Ph.D

Art Unit: 1642

TERMINAL DISCLAIMER I

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DEC 25 1999

TECH CENTER 1600/2900

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

Petitioner, Protein Design Lab, Inc., is the owner of the entire right, title and interest in the instant application. Petitioner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 USC §§ 154-156 and § 173, as presently shortened by any terminal disclaimer, of Patent Number 5,530,101, filed December 19, 1990.

Petitioner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. The agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend beyond the expiration date of the full statutory term as defined in 35 USC §§ 154-156 and § 173 of any one of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for

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jurisdiction; is statutorily disclaimed in whole or terminally disclaimed under 37 CFR § 1.321; has all claims cancelled by a re-examination certificate; is reissued; or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Pursuant to filing a Terminal Disclaimer, Applicant hereby authorizes payment of the statutory disclaimer fee, pursuant to 37 CFR §1.20(d), of \$110.00 by charging the fee to Deposit Account No. 20-1430. Please charge any additional fees or credit overpayment to the above Deposit Account.

Respectfully submitted,



William M. Smith  
Reg. No. 30,223

TOWNSEND and TOWNSEND and CREW LLP  
Two Embarcadero Center, 8th Floor  
San Francisco, California 94111-3834  
Tel: (650)326-2400 / Fax: (650)326-2422

WMS/HW  
PA 3040970 v1

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Attorney Docket No.: 011823-002630US

Examiner J. Reeves, Ph.D.  
Art Unit: 1642  
U.S. Patent and Trademark Office  
Washington, DC 20231

On December 23, 1999

By: Cynthia Porter

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of:

Cary L. Queen et al.

Application No.: 08/484,537

Filed: June 7, 1995

For: IMPROVED HUMANIZED  
IMMUNOGLOBULINS

Examiner: J. Reeves, Ph.D

Art Unit: 1642

TERMINAL DISCLAIMER II

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TECH CENTER 1600/2900

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

Petitioner, Protein Design Lab, Inc., is the owner of the entire right, title and interest in the instant application. Petitioner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 USC §§ 154-156 and § 173, as presently shortened by any terminal disclaimer, of Patent Number 5,585,089, filed June 7, 1995. Petitioner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend beyond the expiration date of the full statutory term as defined in 35 USC §§ 154-156 and § 173 of any one of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee; is held unenforceable; is found invalid by a court of competent

failure to pay a maintenance fee; is held unenforceable; is found invalid by a court of competent jurisdiction; is statutorily disclaimed in whole or terminally disclaimed under 37 CFR § 1.321; has all claims cancelled by a re-examination certificate; is reissued; or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Pursuant to filing a Terminal Disclaimer, Applicant hereby authorizes payment of the statutory disclaimer fee, pursuant to 37 CFR §1.20(d), of \$110.00 by charging the fee to Deposit Account No. 20-1430. Please charge any additional fees or credit overpayment to the above Deposit Account.

Respectfully submitted,



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WMS/HW  
PA 3040964 v1

PATENT  
Attorney Docket No.:011823-002630US

On December 23, 1999

By:

In re application of:

Cary L. Queen et al.

Application No.: 08/484,537

Filed: June 7, 1995

For: IMPROVED HUMANIZED  
IMMUNOGLOBULINS

Examiner: J. Reeves, Ph.D

Art Unit: 1642

### TERMINAL DISCLAIMER III

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Assistant Commissioner for Patents  
Washington, D.C. 20231

TECH CENTER 1600/2900

Sir:

Petitioner, Protein Design Lab, Inc., is the owner of the entire right, title and interest in the instant application. Petitioner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 USC §§ 154-156 and § 173, as presently shortened by any terminal disclaimer, of Patent Number 5,693,761, filed June 7, 1995. Petitioner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

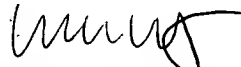
In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend beyond the expiration date of the full statutory term as defined in 35 USC §§ 154-156 and § 173 of any one of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee; is held unenforceable; is found invalid by a court of competent

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jurisdiction; is statutorily disclaimed in whole or terminally disclaimed under 37 CFR § 1.321; has all claims cancelled by a re-examination certificate; is reissued; or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

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